

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION**

RONALD BRYANT AND MADOLYN BRYANT <i>Plaintiffs,</i>	§ § § § § § § § § § §	VS. C. A. NO. _____
FORREST ROBERTS AND JANET ROBERTS <i>Defendants.</i>		

PLAINTIFFS' ORIGINAL COMPLAINT

A. PARTIES

1. Plaintiff, Ronald Bryant, is an individual that is a citizen of the State of Georgia.
2. Plaintiff, Madolyn Bryant, is an individual that is a citizen of the State of Georgia.
3. Defendant, Forrest Roberts, an individual and a citizen of the State of Texas, may be served with process at 3911 County Road 4, Damon, Brazoria County, Texas 77430.
4. Defendant, Janet Roberts, an individual and a citizen of the State of Texas, may be served with process at 3911 County Road 4, Damon, Brazoria County, Texas 77430.

B. JURISDICTION

5. The Court has jurisdiction over the lawsuit under 28 U.S.C. § 1332(a)(1) because Plaintiffs and Defendants are citizens of different U.S. states, and the amount in controversy exceeds \$75,000.00, excluding interest and costs.

C. VENUE

6. Venue is proper in this district under 28 U.S.C. § 1391(b)(1) because Defendants, Forrest and Janet Roberts, reside in this district and division.

D. CONDITIONS PRECEDENT

7. All conditions precedent have been performed or have occurred.

E. FACTS

8. On March 16, 2015, Plaintiffs and Defendants executed a written contract (the “Contract”). A copy of the Contract is attached as **Exhibit A**.
9. On April 11, 2013, Plaintiffs loaned Defendants \$150,000.00, interest free, for the purpose of buying a home in Colorado. The loan was to be repaid in full by then end of 2014. Defendants failed to pay off any balance on the loan by then end of 2014.
10. By March of 2015, Defendants still failed to make any payments to the balance of the loan. At that time, Defendants proposed a new contract for repayment of the loan. This Contract provided that the loan will be repaid in no longer than 36 months and could be paid in full at any time. This Contract also provided a payment schedule and interest of 6%. The terms of the payment schedule provided that \$13,689.87 would be paid per quarter with the first payment being due at the end of March 2015.
11. Defendants made loan payments pursuant to the payment schedule for the year 2015. Defendants made a payment of \$13,689.87 on March 31, 2015. Defendants next made a payment of \$13,689.87 on June 30, 2015. Defendants then made a payment of \$13,689.87 on November 15, 2015.
12. Following the November 15, 2015, payment, Defendants failed to make payments pursuant to the payment schedule. Defendants made a \$5,000.00 payment on May 29, 2018. Defendants’ last payment was made on January 28, 2019, in the amount of \$5,000.00.

13. On March 20, 2020, undersigned, on behalf of Plaintiffs, sent Defendants a Demand for Payment / Notice of Default. The Demand for Payment went unanswered by Defendants.

F. BREACH OF CONTRACT

14. Plaintiffs have performed their obligations under the contract by loaning Defendants the \$150,000.00.

15. Defendants have failed to perform their contractual obligations by not repaying the amount owed pursuant to the terms of the payment schedule attached to the March 2015 Contract. Defendants' nonperformance is a breach of the parties' contract.

G. DAMAGES

16. As a direct and proximate result of Defendants' breach, Plaintiffs' suffered damages in the amount that remains due to them under the terms of the contract.

H. PRAYER

17. For these reasons, Plaintiffs' ask for judgment against Defendants for the following:

- a. \$135,752.98 for damages resulting from Defendants' breach with per diem interest of \$18.76;
- b. Prejudgment and postjudgment interest;
- c. Costs of suit; and
- d. All other relief the Court deems appropriate.

Respectfully submitted,

MCLEOD, ALEXANDER, POWEL & APFFEL,
A PROFESSIONAL CORPORATION

/s/ Michael B. Hughes

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